

# VALLEY NATIONAL BANK

213 0-015A031

RECORDATION NO. **11374** Filed 1425

JAN 15 1980 -10 20 AM

RECORDATION NO. **11374** Filed 1425

JAN 15 1980 -10 20 AM January 8, 1980

## INTERSTATE COMMERCE COMMISSION

Interstate Commerce ~~INTERSTATE COMMERCE COMMISSION~~ **11374**  
12 and Constitution Avenue N.W.  
Washington, D.C. 20423

RECORDATION NO. .... Filed 1425

Attention: Mildred Lee

JAN 15 1980 -10 20 AM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

No.

Date **JAN 15 1980**

Fee \$ **150.00 + 100.00**

ICC Washington, D. C.

**11375**

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INTERSTATE COMMERCE COMMISSION

We have enclosed for recording, pursuant to the provisions of Sec. 20C of the Interstate Commerce Act, three copies of an invoice by California Railcar Corp., to Leon and Lynn Timms, dated December 18, 1979, along with three copies each of two separate invoices by California Railcar Corp., to Floyd Chartrand, dated June 28, 1979 and December 18, 1979. A check for \$150.00 in payment of the recording fee is enclosed.

Also enclosed are Security Agreements covering the equipment being financed by Valley National Bank, Glendale.

When recording has been completed, please return the two counterparts of each instrument, with recording date endorsed thereon, to Valley National Bank, 420 North Brand Blvd., Glendale, CA. 91209.

Sincerely,

**11375** A  
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*Ray G. Witherell* **JAN 15 1980 -10 20 AM**  
Ray G. Witherell INTERSTATE COMMERCE COMMISSION  
Senior Vice President

RGW:jmw  
Encl.

**SECURITY AGREEMENT**  
(BANK NOT TO BE IN POSSESSION)

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

RECORDATION NO. 11375-10 Filed 1425

**I. BORROWER(S)**

a. TIMMS: Leon M. JAN 15 1980 - 10 20 AM  
Name Social Security or Employer Number  
b. INTERSTATE COMMERCE COMMISSION  
Trade Name (if any)  
c. 636 E. Amherst Burbank CA. 91504  
Mailing Address City State Zip  
d. Chief Place of Business City State Zip  
e. Residence (individuals) City State Zip

**2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)**

Valley National Bank - 420 N. Brand Blvd. - Glendale, CA. 91209 90/1865  
1222

**3. COLLATERAL DESCRIPTION (AND LOCATION):**

Two (2) 21,000 gallon tank cars identified as CALX 1049 and 1050 with AAR Mech. Desig. TM - and ICC Description 111A100W1 Exterior Coiled and Insulated.

TO 1944 CA (8-74)

(Individual)

STATE OF CALIFORNIA

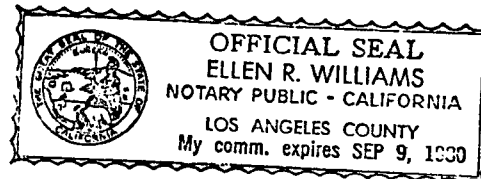
COUNTY OF Los Angeles } SS.

On December 18, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Leon M. Timms

\_\_\_\_\_, known to me  
to be the person whose name is subscribed  
to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.

Signature Ellen R. Williams



(This area for official notarial seal)

the use of, Collateral.

5. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated December 17, 1979

X

Leon M. Timms

By

Title

SIGNATURE OF BORROWER(S)